GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web http://www.globaltellink.com

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made this 4th day of September, 2013 by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and the County of Bucks, with an address at 55 East Court Street, Doylestown, PA 18901 ("County" or "Premise Provider").

WHEREAS, on June 6, 2012, the County issued a Request for Proposal for the provision of Inmate Tele-Communication Services ("Services") at its correctional facilities; and

WHEREAS, on or before July 27, 2012, the Company submitted a Response to the County's Request; and

WHEREAS, upon review of all responses by the appointed Committee and presentation of their findings to the Commissioners, the Commissioners agree that the Company's Response meets the needs of the County for Inmate Tele-Communication Services at its correctional facilities; and

WHEREAS, the County wishes to engage the Company to provide the Services, and the Company is willing to provide them, pursuant to the terms and conditions in the County's Request for Proposal.

NOW, WHEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation and Order of Precedence of the Documents. This Agreement will include and incorporate, in order of precedence, the following:

a) This Agreement;
b) The County's Request for Proposal for Inmate Tele-Communication Services (Spec No: 37-07/12)("RFP") and any addenda thereto; and
c) Company's Response for the provision of Inmate Tele-Communication Services, dated July 27, 2012 ("Response").

2. Term. This Agreement shall be in effect for three (3) years, commencing from the date of the full execution of this Agreement, and may be extended for up to 3 additional one-year terms at the option and by written agreement of the parties. This Agreement may be canceled by written notice delivered to either party at least ninety (90) days prior to the termination of the initial 3-year term or any renewal term. Commission calculations shall begin as of the date of full execution of the Agreement.

3. Equipment. This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, to provide Services at the Bucks County Correctional Facility, Men's Community Corrections Center, Women's Community Corrections Center, and Bucks County Youth Center, located at 1730 and 1750 South Easton Road, Doylestown, PA, 18901 ("Facilities").

The term "Equipment" is defined herein as the inmate telephone system, in whole, and its related equipment, including but not limited to telephones, switches, routers, modems, kiosks and video visitation units. Such property shall remain in all respects the property of the Company, with the exception of all wiring, conduits, cable, and sound reducing enclosures for the inmate telephones which shall remain or become the property of the County. No equipment may be removed or relocated during the term of this Agreement without the mutual consent of the parties. Should the parties agree to remove or relocate Equipment at any time, including upon termination of the Agreement, the Company shall bear all related cost and expense. The Company shall be responsible for any and all damages caused by such removal or relocation and shall at its own expense restore the premises, including walls and enclosures, to their original condition, ordinary wear and tear excepted. The Premise Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless mutually agreed upon by the parties.

4. Services. At no cost to the Premise Provider, the Company shall provide all management services and other services necessary to implement this Agreement and, thereby, provide the Services and Value-Added Technologies as outlined in Exhibit B, attached hereto. The Company shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud, with the understanding that the County shall not be liable for any actions taken by the Company to control them.

In furtherance of the provision of the Services under this Agreement, the Letter of Agency attached as Exhibit C hereto is made a part of this Agreement and is incorporated herein by reference. The County agrees to the grant of authority to the Company as provided for in this Letter of Agency.

Similarly, the Memorandum of Understanding ("MOU") set forth in Exhibit D, which outlines the pricing, fees, services and responsibilities related to the collection and processing of Inmate Service funds, is made a part of this Agreement and is incorporated herein by reference. The parties agree to be bound by the terms of the MOU.

5. Compensation. As in Exhibit B, Bucks County Commission Offer, remuneration to the County shall be 59.75% of the gross revenue billed or prepaid for all phones covered by this Agreement, with a Minimum Annual Guarantee to the County of $500,000, payable on contract execution and prepaid at the beginning of each contract year. The County will also receive 55% of the revenue generated from the use of the Video Visitation System, which

will be provided as part of this Agreement. In addition, if any value added technology item is not completed by the agreed upon deliverable date specified in Exhibit B, the County will receive a commission percentage increase, also specified in Exhibit B, until the item is delivered.

Gross Revenue shall mean all revenue generated, per the rate schedule in Exhibit B, by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

In the event Premise Provider terminates this Agreement by convenience without cause prior to the end of the initial term, then Premise Provider agrees to reimburse Company a prorated amount of any initial or upfront payments, including but not limited to the amounts listed in Exhibit B, made by Company to Premise Provider.

Payments to Premise Provider shall be made monthly, once the Minimum Annual Guarantee is reached, and shall be due within thirty (30) days following the collection of records from the preceding month. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 11 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

County of Bucks
55 East Court Street
Doylestown, PA 18901
Attn: Office of the Controller

6. Rates. The telephone rate structure and surcharge rates, as in Exhibit B, are below the maximum rates authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which increase the Company's costs to perform under this Agreement or reduce the allowable rates that the Company may charge shall entitle the Company to renegotiate this Agreement and adjust the rates and terms of payment, as set forth in Section 5 and Exhibit B, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable.

7. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

The revenue tracking and reporting cycle will be completed within a maximum of 30 days following the end of the previous month. Both summary and detail reports will be provided. The original reports will be mailed directly to the Premise Provider, as in Section 11. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue earned

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement, except as required by law. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law, and each party shall make every best effort, before any disclosure, to notify the other party of the requirement and allow the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

8. <u>Further Assurances.</u> During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

(a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.

(b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) Permit reasonable access to the Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.

(d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facilities; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate telephone and payphone service at the Facilities.

(e) During the term of this Agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the Facilities. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

(f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination

on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes approved by Premise Provider.

9. Title. Except as expressly otherwise provided in this Agreement, title to Equipment hereunder shall at all times remain in the Company.

10. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed, in accordance with Section 3 of this Agreement. Installed Equipment may be relocated by the Company, with the consent of the County.

11. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:	**To Premise Provider:**
Global Tel*Link Corporation	**Bucks County Corrections Administration**
12021 Sunset Hills Road	1730 South Easton Road
Suite 100	Doylestown, PA 18901
Reston, Virginia 20190	
Phone: (703) 955-3915	Phone: (215) 340-8482
Fax: (703) 435-0980	Fax: (215) 340-8485
ATTN: Legal Department	**ATTN: Clarke Fulton**

12. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the Commonwealth of Pennsylvania, and the parties irrevocably consent to the personal jurisdiction and venue of the Bucks County Court of Common Pleas.

13. Indemnification & Consequential Damages. The Company shall defend, indemnify and hold Premise Provider harmless against claims, losses or liability arising from

changes to or destruction of property, or injury to persons, occurring solely as a result of Company's negligent Installation and maintenance of the Equipment.

The Company shall not be liable for interruption of service from any cause except for negligent installation and maintenance on the part of the Company. In no event shall the Company be liable for holes in the walls or damage to floors or other damages that may result from the installation or removal of the Equipment using reasonable installation and removal techniques.

Premise Provider agrees to hold Company harmless for any damages or claims caused by Premise Provider's negligent acts or omissions, including but not limited to the use of any call recordings requested by any of the Facilities, any recordings made or used by any of the Facilities, or any information obtained while monitoring inmate conversations.

Except as otherwise provided in this Agreement, Company shall not be liable for any damages resulting from loss of data, call recordings, or call detail information, or profits, or for any other loss or damage arising directly or indirectly from the use or inability to use Company's Equipment, or for consequential, incidental or punitive damages, even if advised of the possibility of such damages. Company's liability under this Agreement shall in no event exceed the total value of the Agreement or $500,000, whichever is less.

14. Risk of Loss. The Company and its insurers shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

15. Default. In the event a party believes another party is in material breach of this Agreement, that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. If the breach is not cured within sixty (60) business days after the receipt of written notice of the breach, the other party may terminate this Agreement, effective immediately, upon notice of termination to the breaching party.

16. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, which shall not be unreasonably withheld.

17. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other

payroll taxes relating to Company's employees including contribution from such persons, when required by law.

18. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

19. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, or theft of equipment.

20. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall, upon the written request of any party, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the parties cannot resolve any dispute, the parties may pursue any available legal remedy consistent with this Agreement.

21. Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7, 8(f), 9, 12, and 13 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

22. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

23. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, and is effective on the date of full execution.

Company

Global Tel*Link Corporation

Signature

Jeffrey B. Haidinger
Name

President + COO
Title

Premise Provider

County of Bucks

Robert G. Loughery, Chairman

Charles H. Martin, Vice-Chairman

Diane M. Ellis-Marseglia, LCSW

Attest:

9-6-13
Chief Clerk Date

Exhibit A

Equipment Locations and Addresses:

Bucks County Correctional Facility, 1730 S Easton Rd, Doylestown, PA 18901

Men's Community Corrections Center, 1730 S Easton Rd, Doylestown, PA 18901

Women's Community Corrections Center, 1730 S Easton Rd, Doylestown, PA 18901

Bucks County Youth Center, 1750 S Easton Rd, Doylestown, PA 18901

Bucks County Data Center, Building "A", 1260 Almshouse Rd, Doylestown, PA 18901

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment (subject to change):

- 1 Network Gateway Router
- 7 G729 VoIP Gateway Switches
- 12 Ethernet Fiber Modems
- 165 Inmate Telephones
- 57 Visitation Telephones
- 3 TTY/TDD Phones for Hearing Impaired
- 2 Portable Cart Phones
- 1 Intake/Booking Kiosk
- 2 Lobby Deposit Kiosks
- 5 Video Visitation Units

Global Tel*Link Corporation
Tom Gibney, Account Executive

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5000 Sixth Avenue, Suite 1
Altoona, PA 16002
ph: 814.330.3830
cell: 814.330.3830
tgibney@gtl.net

Corporate Headquarters
107 St Francis St
32nd Floor
Mobile, AL 36602

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July 23, 2013 Exhibit B

Director William Plantier
Bucks County Department of Corrections
1730 S. Easton Road
Doylestown, PA 18901

Dear Director Plantier,

I want to thank you, the Bucks County Department of Corrections and the Bucks County Purchasing Department for the opportunity to present to you our clarification points to RFP Spec No: 37-07/12 for Inmate Tele-Communication Services for the Bucks County DOC.

We understand that County budgets are extremely tight and that money for needed maintenance, support and upgrades is very hard to procure. In addition, we also realize that budgets for new technologies are constantly being cut. For this reason, in addition to the lucrative commission offering, you will benefit from the following:

- Full integration between the DSI Offender Management System (OMS) and the proposed feature-rich ***FOCUS*** Inmate Telephone System. **NO** other company can provide you these services.
- The ability for inmates to call their family and friends while using seamless debit calling. Seamless debit calling is the ability for the inmate to have real time access to their commissary funds to pay for calls. Currently 43% of your calls are completed using this advanced technology. Selecting a different approach or company can cause significant revenue declines.
- A company dedicated to servicing both the facility and the called party which is paramount to any successful partnership.
- A company that is located in Altoona, Pennsylvania, very close to your facility!
- The same service technicians that have been servicing your facility will continue to provide service.
- Additional service personnel located not only in Altoona, Pennsylvania, but also in Mobile, Alabama that can remotely diagnose and solve software related issues.
- Additional field service personnel that can respond simultaneously to multiple outages. This increase in service personnel is **new** to your facility and will be provided at **NO** cost to the facility.

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- A dedicated field service manager, Tom Fulton, who will ensure that all reported issues along with preventive maintenance, is handled in a timely and scheduled manner. This field service manager is **new** to your facility and will be provided at **NO** cost to the facility.
- A company that has multiple call centers, strategically located, for friends and family.
- A company that understands the importance of affordable rates for inmates and their families.
- A company that currently provides inmate telephone services to 98% percent of all inmates in the Commonwealth of Pennsylvania - both at the County level and the State level!
- A company that is the largest inmate and pay telephone provider in the nation, providing service to over 65,600 inmate telephones.
- A familiar company that already provides your inmate telephone system, offender management software, lobby kiosk, Call IQ, etc.

Bucks County Commission Offer

Buck County has indicated that it wishes to select GTL's Commission Offering Option 1. This offering to Bucks County includes a modernized Inmate Telephone System, GTL's industry leading ***FOCUS*** – a true web based application. This no cost upgrade includes on-site and remote training, and will be ready for implementation within 60 days of contract execution. GTL is offering **59.75%** of Gross Billed Revenue on ALL inmate phone calls with a Minimum Annual Guarantee (MAG) of **$500,000.00** to Bucks County, payable on contract execution and prepaid at the beginning of each contract year. Bucks County will also receive **55%** of the revenue generated from the use of the Video Visitation system. Our offer also includes the Yearly Maintenance and Support of the DSI-ITI OMS application, a $275,250.00 value and the value added technologies detailed below, a $494,033.00 value. Both of these offerings are provided to Bucks County at **NO COST** for the duration of the new contract. The following calling rates apply to this commission offer:

	Collect	Debit	Prepaid Collect
Local	$2.95 Flat (20 Minute Call)	$2.80 Flat (20 Minute Call)	$2.95 Flat (20 Minute Call)
Intralata	$1.60 Surcharge / $0.20 Per Minute	$1.35 Surcharge / $0.20 Per Minute	$1.60 Surcharge / $0.20 Per Minute
Interlata	$2.75 Surcharge / $0.45 Per Minute	$2.40 Surcharge / $0.45 Per Minute	$2.75 Surcharge / $0.45 Per Minute
Interstate	$3.25 Surcharge / $0.69 Per Minute	$2.75 Surcharge / $0.69 Per Minute	$3.25 Surcharge / $0.69 Per Minute
International	N/A	$4.50 Surcharge / $0.89 Per Minute	$4.50 Surcharge / $0.89 Per Minute

All proposed calling rates are lower than the maximum call rates defined in the RFP

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Value-Added Technologies

As mentioned earlier, GTL is aware that funding for new technologies and ongoing Maintenance and Support is very difficult in this current budget challenging environment. For this reason, and pursuant to Section 3.9 and 14.13 of the RFP, GTL is proud to provide Bucks County our industry leading value-added technologies that will bring tremendous benefits to the Bucks County Department of Corrections. These products, goods and services have a retail value of $494,033.00 over the course of the initial 3 year contract. They are broken up below into three (3) groups based upon completion timeframe.

The right column of the below charts illustrates an increase in commission from the above proposed 59.75% if the value added technology items are not completed by the specified deliverable dates. This penalty commission percentage increase to the County of Bucks is equal to 50% of the original commission reduction for each item. Should circumstances outside of GTL's control contribute to GTL being late on the delivery of any of the technology items, GTL reserves the right to negotiate in good faith with Bucks County to establish revised deliverable dates.

Group 1 "Value Added Technologies" will be completed by 3/14/2014.

	Group 1	Retail Value	Commission Percentage Increase if Deliverable Date Missed
Property Photo Modification	Provide real-time photo capture of inmate property. This includes 3 Dynamic Imaging cameras/capture stations and the required modification in the OMSe.	$ 54,195.00	1.00%
Integration of OMSe and Renovo	Provide integration of the Renovo VisManager scheduling and assignments into the OMSe visitation module.	$ 31,200.00	0.50%
External IVR	Provide an external Interactive Voice Response system (IVR) for the public with general information about the DOC and limited inmate-specific information from the OMSe.	$ 29,980.00	0.50%
	TOTAL GROUP 1 VALUE-ADDED TECHNOLOGIES	**$115,375.00**	**2.00%**

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Group 2 "Value Added Technologies" will be completed by the dates specified below.

	Group 2	Retail Value	Commission Percentage Increase if Deliverable Date Missed
In Pod Kiosk Replacement	Install/replace 12 in-pod kiosks within the DOC. This includes maintenance and support of the in-pod units. **Functionality to be Completed by 3/14/2014**: – Inmate Handbooks (plural) specific to facilities – Menus (food) and schedule of meals – Appointment requests and verifications (barber shop for haircuts and others) **Functionality to be Completed by 5/14/2014**: – Commissary purchases – Inmate account balances and transactions	$ 93,340.00	1.75%
	TOTAL GROUP 2 VALUE-ADDED TECHNOLOGIES	**$ 93,340.00**	**1.75%**

Group 3 "Value Added Technologies" will be completed by 9/14/2014.

	Group 3	Retail Value	Commission Percentage Increase if Deliverable Date Missed
OMS Evolution for the Youth Center	Extend the OMSe application for use as an RMS at the Bucks County Youth Center. This includes data conversion, training, installation, project management and business analysis.	$ 53,248.00	1.00%
Driver's License Swipe for Visitation	Provide 5 driver's license card swipe readers and software with integration with OMSe for visitation.	$ 67,295.00	1.25%
Conversion of Link Application	Provide support of the current .NET classification and Casenotes application serviced by LINK Inc. and develop this functionality as part of the OMSe.	$78,000.00	1.50%
Swipe for Check In & Check Out	Develop swipe card solution for Work Release check-in and check-out process for enhanced accountability & tracking of work release inmates.	$86,775.00	1.625%
	TOTAL GROUP 3 VALUE-ADDED TECHNOLOGIES	**$285,318.00**	**5.375%**

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Please Note: Global Tel*Link's (GTL's) original commission offering of 78.00% of Gross Billed Revenue was reduced by the 18.25% associated with the value-added technologies in the above three (3) charts. The resulting commission percentage to Bucks County is 59.75% with a Minimum Annual Guarantee (MAG) of $500,000.00 to be paid to the County of Bucks at the beginning of each contract year.

The following pages will further illustrate the value of this inmate telephone contract by displaying the pricing for extending the OMSe application to the Bucks County Youth Center as well as the other value-added technologies on the next page. Should you have any questions concerning our offer or need additional clarification, I can be reached at (814) 330-3830 or via email at tgibney@gtl.net. Additionally, you can also reach Tony Pellegrino at 814-330-3832 or via email at apellegrino@gtl.net . Thank you for your time. We look forward to continuing our successful relationship with you and Bucks County.

Sincerely,

Thomas J. Gibney

Thomas J. Gibney
Global Tel*Link (GTL)
Account Executive
Tom.gibney@gtl.net

Global Tel*Link Corporation
Tom Gibney, Account Executive

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Suite 100
Reston , VA 20190
web: GTL.net

Proposal
For
Bucks County Youth Center

ADDITIONAL SOFTWARE/HARDWARE

Quantity	Description	Unit Cost	Ext. Cost
1	OMS Software For Use At The Youth Center	N/C	N/C
	Expansion of current OMS.		
TOTAL ADDITIONAL SOFTWARE			**$0.00**

CONVERSION

Quantity	Description	Unit Cost	Ext. Cost
160	Convert Data From Current System to OMSe	$135.00	$21,600.00
TOTAL CONVERSION FEES			**$21,600.00**

INSTALLATION

Quantity	Description	Unit Cost	Ext. Cost
1	Day Installation of Software Products & Interfaces	$1,000.00	$1,000.00
4	Day Training on Software Products	$1,000.00	$4,000.00
	The above is utilizing a train the trainer approach.		
2	Day On-Site When Going Live Training	$1,000.00	$2,000.00
1	Crystal Reports & Screen Painting To Be Performed By The County	N/A	N/A
120	Project Management Services	$135.00	$16,200.00
TOTAL INSTALLATION FEES			**$23,200.00**

YEARLY MAINTENANCE & SUPPORT COSTS

Quantity	Description	Unit Cost	Ext. Cost
10	Business Hours Support Incidents	$85.00	$850.00
0	After Hours Support Incidents	$175.00	$0.00
TOTAL YEARLY MAINTENANCE & SUPPORT FEES			**$850.00**

ESTIMATED TRAVELING AND LIVING EXPENSES

Quantity	Description	Unit Cost	Ext. Cost
10	Hotel - $150.00 per day for one individual	$150.00	$1,500.00
10	Food - $55.00 per day for one individual	$55.00	$550.00
4	Mileage Charge	$324.50	$1,298.00
TOTAL ESTIMATED TRAVELING AND LIVING EXPENSES			**$3,348.00**

TOTAL INVESTMENT SUMMARY

ADDITIONAL SOFTWARE/HARDWARE FEES	**$0.00**
CONVERSION FEES	**$21,600.00**
INSTALLATION FEES	**$23,200.00**
YEARLY MAINTENANCE & SUPPORT COSTS OVER 6 YEARS	**$5,100.00**
TRAVELING AND LIVING EXPENSES	**$3,348.00**
GRAND TOTAL	**$53,248.00**

Global Tel*Link Corporation
Tom Gibney, Account Executive

Local Sales Office
5000 Sixth Avenue, Suite 1
Altoona, PA 16002
ph: 814.330.3830
cell: 814.330.3830
tgibney@gtl.net

Corporate Headquarters
107 St Francis St
32nd Floor
Mobile, AL 36602

Executive Offices
12021 Sunset Hills Road
Suite 100
Reston , VA 20190
web: GTL.net

Proposal
For
Bucks County DOC Modifications

PROPERTY PHOTO MODIFICATION

Quantity	Description	Unit Cost	Ext. Cost
1	3 Dynamic Imaging Property Cameras With Software	$22,995.00	$22,995.00
160	Hours of Modification To Property Module	$195.00	$31,200.00
TOTAL PROPERTY PHOTO MODIFICATION FEES			**$54,195.00**

DRIVER'S LICENSE SWIPE FOR VISITATION

Quantity	Description	Unit Cost	Ext. Cost
5	Driver's License Readers	$2,100.00	$10,500.00
1	Driver's License Software For Authentication	$9,995.00	$9,995.00
240	Hours of Modification For Driver's License Swipe for Visitation	$195.00	$46,800.00
TOTAL DRIVR'S LICENSE SWIPE FOR VISITATION MODIFICATION FEES			**$67,295.00**

INTEGRATION BETWEEN VISTIATION IN OMSe AND RENOVO

Quantity	Description	Unit Cost	Ext. Cost
160	Hours of Modification For Integration Between OMSe and Renovo	$195.00	$31,200.00
TOTAL INTEGRATION BETWEEN VISITATION IN OMSe AND RENOVO MODIFIC			**$31,200.00**

CONVERSION OF LINK APPLICATION TO OMSe

Quantity	Description	Unit Cost	Ext. Cost
400	Hours of Modification For Conversion Of Link Application To OMSe	$195.00	$78,000.00
TOTAL CONVERSION OF LINK APPLICATION TO OMSe MODIFICATION FEES			**$78,000.00**

IN POD KIOSK REPLACEMENT

Quantity	Description	Unit Cost	Ext. Cost
12	In Pod Inmate Kiosks	$3,650.00	$43,800.00
12	Install and Retro Fit of Units	$1,000.00	$12,000.00
36	Months of T1 Service	$515.00	$18,540.00
1	In Pod Kiosk Software Application	$10,000.00	$10,000.00
36	Months of Maintenance & Support on In Pod Solutions	$250.00	$9,000.00
TOTAL INPOD KIOSK REPLACEMENT FEES			**$93,340.00**

INMATE ID SWIPE FOR CHECK IN & CHECK OUT

Quantity	Description	Unit Cost	Ext. Cost
5	Barcode Swipe Readers	$195.00	$975.00
440	Hours of Modification For Inmate ID Swipe For Check In & Check Out	$195.00	$85,800.00
TOTAL INMATE ID SWIPE FOR CHECK IN & CHECK OUT MODIFICAITON FEES			**$86,775.00**

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web http://www.globaltellink.com

Exhibit C

LETTER OF AGENCY

DATE: Sept. 4, 2013

TO WHOM IT MAY CONCERN:

THE COUNTY OF BUCKS HAS ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL*LINK CORP.,** PRIVATE PAY PHONE VENDOR, TO ACT AS ITS COMMUNICATIONS REPRESENTATIVE WITH:

Nitel (AT&T) (LOCAL EXCHANGE CARRIER)

FOR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

1730 S EASTON RD, DOYLESTOWN, PA 18901
1750 S EASTON RD, DOYLESTOWN, PA 18901

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, THE COUNTY OF BUCKS DOES HEREBY AUTHORIZE **GLOBAL TEL*LINK CORP.** TO DO THE FOLLOWING:

(X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES

(X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE COUNTY'S ABILITY TO ACT IN ITS OWN BEHALF WHEN DEEMED NECESSARY.

COUNTY OF BUCKS:

ROBERT G. LOUGHERY, CHAIRMAN

CHARLES H. MARTIN, VICE CHAIRMAN

DIANE M. ELLIS-MARSEGLIA, LCSW

9-6-13

CHIEF CLERK DATE

Exhibit D

MEMORANDUM of UNDERSTANDING (MOU)
BETWEEN
County of Bucks, 55 E. Court Street, Doylestown, PA 18901 and
Global Tel*Link Corporation ("GTL"), 2609 Cameron Street, Mobile, Alabama 36607

SUBJECT: Commissary Trust Accounts and Inmate Destination Prepay Funds (collectively, "Inmate Services")

1. PURPOSE. This MOU outlines the Pricing, Fees, Services, and Responsibilities of GTL and the County of Bucks ("County") relative to the provision of Inmate Services for inmates housed at County Correctional Facilities.

2. SCOPE. This MOU covers Inmate Services to be provided through (1) walk-up, self-service kiosks to be located at County Correctional Facilities, (2) an online e-commerce web site, and (3) an Interactive Voice Response ("IVR") system.

3. APPOINTMENT. The County hereby appoints GTL as its authorized agent for the purpose of collecting and processing Inmate Service funds ("Funds") from: (1) cash ("Cash Only"), credit or debit payments at County Correctional Facility lobby kiosks, (2) credit or debit payments via a Web Payment service, (3) credit or debit payments from an Interactive Voice Response ("IVR") system, or (4) any other payment method agreed upon by the parties.

The County expressly acknowledges that receipt of Funds by GTL, as authorized agent, will be treated by the County as if the County had received the Funds directly from the customer, whether or not the County actually receives the Funds. The County also agrees that inmates will receive Inmate Services whether or not the County receives the Funds. GTL agrees to indemnify the County for direct losses arising from GTL's failure to remit Funds to the County.

4. UNDERSTANDING.

a) In its capacity as the County's authorized agent, GTL will: (1) process Funds for transfer to the applicable accounts for Inmate Services established and maintained by the County via Automated Clearing House ("ACH") (or as otherwise agreed); (2) operate (if agreed) the systems or software managing the Inmate Services; and (3) collect (itself or via a subcontractor, if agreed) the "Cash Only" transaction revenue from the kiosks and manage the process of depositing same into the relevant financial institution account(s). GTL will continue to use existing procedures to collect identifying information on those who fund Inmate Services by credit card.

b) The County will receive two (2) lobby kiosks and (1) intake/booking kiosk from GTL at no charge for the collection of Funds.
   i) GTL assumes liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs. In the event that counterfeit bills are accepted by the kiosks, GTL will reimburse the County for any loss suffered due to these bills being accepted.
   ii)GTL, at its expense, will supply the County with all maintenance and supplies (paper, bill cartridges, etc.) required to operate the kiosks.
   iii) The County will provide appropriate network and internet connectivity to facilitate the operation of the kiosk software.
   iv) In the event that any visitor(s) damage(s) the equipment, the County will make best efforts to detain the visitor(s) and call the authorities. GTL will, at its sole discretion, press charges in order to recover damages. In any event, GTL will repair the damaged equipment or supply new equipment, as needed, to keep all kiosks operational.

c) "Cash Only" transactions processed at the lobby kiosks will be charged a flat fee of two dollars and fifty cents ($2.50). There are no fees for cash transactions at the intake/booking kiosk.

d) Credit Card transactions processed at the kiosks will be charged standard GTL fees (below) to cover such items as credit card charge-backs and credit card usage fees.

e) Credit Card transactions processed via the GTL Web Payment option will be charged standard GTL fees (below) to cover such items as credit card charge-backs and credit card usage fees.

f) Standard GTL credit card fees are:

Inmate Banking / Kiosk Deposit Fees

On-site Cash Transaction Process Fees		
Low End	Upper End	Fee
$0.00	$300.00	$2.50

On-Site or Over The Internet Non-Cash Deposit		
Low End	Upper End	Fee
$0.00	$19.99	$2.95
$20.00	$50.00	$4.25
$50.01	$100.00	$5.50
$100.01	$200.00	$8.50
$200.01	$300.00	$11.50

The above cash deposit fee does NOT apply to the Intake Kiosk

g) All fees generated by the use of Inmate Services are the property of GTL.

h) In exchange for the placement of the kiosks by GTL, the County appoints GTL as the sole and exclusive provider (i) for the collection of Funds for all of the County's correctional facilities; and (ii) of Inmate Services kiosks and the transaction services related thereto.

i) GTL may make modifications to, among other things, the following, to reflect the relationship among GTL, the County, and senders of the Funds: its form of transaction record or receipt information (including email confirmation receipt), Web Payment terms and conditions and service description, computer terminal configuration and display, and transaction report format.

j) County acknowledges that, due to the weight and bulk of the kiosk units, there is a risk of injury should a unit be tipped over onto a bystander. County agrees that to ensure the safety of staff, inmates and the general public the kiosk units will be bolted to floor. GTL will fasten the units to the floor at the time of the kiosk installation.

5. EFFECTIVE DATE. The effective date of this agreement is the latest date of signature as noted below.

6. TERMINATION. Either party may terminate this Agreement upon (45) days written notice to the other party.

GTL:

Signature

Jeffrey B. Haidinger
Printed Name

President + COO 8/9/13
Title Date

County of Bucks:

Robert C. Loughery, Chairman

Charles H. Martin, Vice Chairman

Diane M. Ellis-Marseglia, LCSW
Commissioner

Attest:

9-6-13

Lynn T. Bush, Chief Clerk Date